



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
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Fourth District

Michael D. Antonovich
Fifth District

December 4, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF FIVE LANDSCAPE MAINTENANCE SERVICES AMENDMENTS
(1st, 2nd, 4th, and 5th Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board of Supervisors to execute amendments to five Proposition A agreements (Exhibits I through V) to extend the term on a month to month basis for a period not to exceed six months, effective January 1, 2004 through June 30, 2004, for the continued provision of contract landscape maintenance services at Rancho Los Amigos National Rehabilitation Center (70828-4) and Martin Luther King Jr./Drew Medical Center (67984-7) by Environmental Maintenance Co., Inc., Health Services Administration (71175-3) and Health Services Administration-Commerce (71175-3) by Far East Landscape Maintenance Co., and Olive View-UCLA Medical Center (71127-3) by American Landscape Maintenance, Inc. The total maximum obligation for the five amendments for the six-month period is \$264,745, 100% net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Chairman of the Board of Supervisors to sign five amendments to extend the term under the same terms and conditions as specified in the existing agreements for the continued provision of landscape maintenance

services at Rancho Los Amigos National Rehabilitation Center (Rancho), Martin Luther King Jr./Drew Medical Center (MLK), Olive View-UCLA Medical Center (OV/UCLA), Health Services Administration (HSA) and HSA-Commerce.

The five existing agreements are slated to expire on December 31, 2003.

Board approval of the recommended action will allow time for the completion of the Request for Proposals (RFP) re-solicitation process that began in July 2003.

Current County policy and guidelines require the timely submission of contracts for Board approval. However, the five amendments were not scheduled for placement on the Board's agenda three weeks prior to their effective dates due to the Department's interpretation and adoption to the Auditor-Controller's recent policy change when reviewing cost analysis for Proposition A contracts.

The Department of Health Services (DHS or Department) has contracted for landscape maintenance services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A) since July, 1983.

FISCAL IMPACT/FINANCING:

The maximum obligation for the provision of landscape maintenance services over the six (6) month extension is \$264,745, 100% net County cost.

The necessary funding for landscape maintenance services at Rancho (\$101,463), MLK (\$99,831), OV/UCLA (\$42,611), HSA (\$13,796) and HSA-Commerce (\$7,044) is included in the Fiscal Year (FY) 2003-04 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Landscape maintenance services include, but are not necessarily limited to: the maintenance of turf, ground cover, shrubs and trees, renovation of turf and ground cover areas; the pruning of trees and shrubs; the provision of weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems.

The landscape maintenance service agreements are being extended to give DHS additional time to complete the RFP re-solicitation process. Environmental Maintenance Co., Inc. (EMC) provides services at Rancho and MLK under two agreements, Far East Landscape Maintenance Co. (Far East) provides landscape maintenance services at HSA and HSA-Commerce under two agreements, and American Landscape Maintenance, Inc. (American) provides services at OV/UCLA.

The agreements are being extended on a month-to-month basis, for a period not to exceed six (6) months, effective January 1, 2004 through June 30, 2004.

The existing agreements include provisions for termination by the County upon 30 days advance written notice to the contractor. It has been determined that landscape maintenance services fall under Proposition A guidelines and as such are subject to compliance with the County's Living Wage Program.

The existing agreements also include provisions for: (1) the consideration of GAIN program participants for employment by the contractor should additional or replacement personnel be required by the contractor during the term of the agreement, (2) the new standard provisions for the Child Support Compliance Program, (3) the contractor's exclusion from participation in a Federally funded program, (4) notice to employees regarding the Federal Earned Income Credit, (5) Contractor Responsibility and Debarment, (6) Jury Service Program, (7) HIPAA, (8) No Payment for Services Following Expiration, (9) County's Safely Surrendered Baby Law, and (10) indemnification and insurance provisions approved by CAO Risk Management.

The existing Contractors are in compliance with all Board and County Counsel requirements.

Contract monitoring functions will continue to be performed by assigned staff at each facility and the DHS Centralized Contract Monitoring Division.

Attachment 1 provides additional information.

The attached amendments (Exhibits I through V) have been approved by County Counsel.

CONTRACTING PROCESS:

An RFP for the provision of landscape maintenance services was released in July 2003.

Acceptable proposals were received from Accent Landscape Inc., American, EMC, Far East, Martinez Landscaping Co., Inc., Premier & Lim Building Maintenance Services (Premier and Lim), and Systems Management, Inc. This Department notified the Board by memo dated October 15, 2003 that Premier and Lim, EMC, and Far East were selected as the successful proposers. The Department is in the final stages of completing the RFP process.

DHS advertised the RFP in the Eastern Group Publications, Rapid Publishing, and the Los Angeles Sentinel newspapers and on the Los Angeles Countywide Web Site on June 25 and 26, 2003.

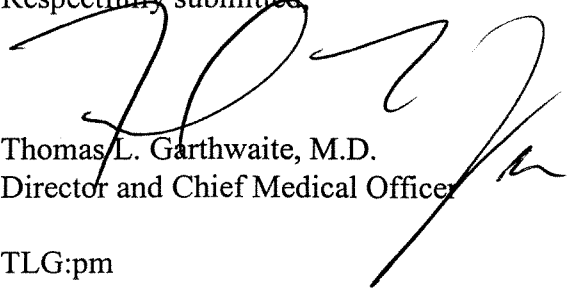
IMPACT ON CURRENT SERVICES:

Approval of the five amendments will assure the continued provision of necessary landscape maintenance services at Rancho, MLK, OV/UCLA, HSA, and HSA-Commerce.

The Honorable Board of Supervisors
December 4, 2003
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (6)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department

BLETCD1901.PM

SUMMARY OF AGREEMENT**1. TYPE OF SERVICE:**

Landscape maintenance services at Rancho Los Amigos National Rehabilitation Center (Rancho), Martin Luther King Jr./Drew Medical Center (MLK), Olive View-UCLA Medical Center (OV/UCLA), Health Services Administration (HSA) and HSA-Commerce.

2. AGENCY NAME/ADDRESS/CONTACT PERSON:

Premier & Lim Building Maintenance Co.	Environmental Maintenance Co.	Far East Landscape & Maintenance Co.
4055 Wilshire Blvd., Suite 257	10950 S. Central Avenue	P.O. Box 950351
Los Angeles, CA 90010	Los Angeles, CA 90059	Mission Hills, CA 91395
Contact: Kimberly Rakis	Contact: Tim Watkins	Contact: Tony J. Moon
Phone: (213) 386-2552	Phone: (323) 563-5642	Phone: (818) 363-8972
Fax: (213) 386-2546	Fax: (323) 563-5643	Fax: (661) 297-6282
	E-Mail: timothy@wlcac.org	

3. TERM:

The term of the five amendments will become effective on January 1, 2004 and continue on a month-to-month basis through June 30, 2004, unless sooner terminated.

4. FINANCIAL INFORMATION:

The necessary funding for landscape maintenance services at Rancho (\$101,463), MLK (\$99,831), OV/UCLA (\$42,611), HSA (\$13,796) and HSA-Commerce (\$7,044) is included in the Fiscal Year (FY) 2003-04 Adopted Budget. The total maximum obligation for the five amendments for the six (6) month extension is \$264,745.

5. SERVICE INFORMATION:

The amendments provide for the continued provision of landscape maintenance services at Rancho, MLK, OV/UCLA, HSA and HSA-Commerce.

6. ACCOUNTABLE FOR CONTRACT MONITORING:

Administrative staff at each facility and DHS centralized Contract Monitoring Division.

7. APPROVALS:

Rancho Los Amigos National Rehabilitation Center:	Connie Diaz, Chief Executive Officer
Health Services Administration:	Marta Sheffield, Facilities Support Services
Health Services Administration-Commerce	
Olive View-UCLA Medical Center:	Melinda Anderson, Chief Executive Officer
Martin Luther King Jr./Drew Medical Center:	Willie T. May, Interim Chief Executive Officer
Contracts and Grants Division:	Riley Austin, Acting Chief
County Counsel (approval as to form):	Christina A. Salseda, Deputy County Counsel

Contract No. 71175

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

FAR EAST LANDSCAPE AND
MAINTENANCE COMPANY, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"LANDSCAPE MAINTENANCE SERVICES AGREEMENT, dated December 16,
1997, and further identified as County Agreement No. 71175,
Amendment Nos. 1 and 2 (all hereafter referred to as "Agreement");
and

WHEREAS, the Agreement was slated to expire on December 31,
2001, but was extended by Amendment No. 1 and Amendment No. 2, and
is now scheduled to expire on December 31, 2003.

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of six (6) additional months or
through June 30, 2004, unless sooner terminated; and

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 (TERM), Sub-paragraph A of the body of Agreement shall be amended to read as follows:

"A. Notwithstanding any other provision of this Paragraph 1, effective January 1, 2004, Agreement shall be extended on a month to month basis through June 30, 2004. This Agreement shall expire on June 30, 2004 unless terminated earlier as provided herein. Provisions of the Agreement in effect on December 31, 2003 shall remain in effect for the extension period with the exception of modifications herein."

2. Paragraph 1 (TERM), Sub-paragraph D of the body of Agreement shall be amended to read as follows:

"D. During the extended term (January 1, 2004 through June 30, 2004), Contractor shall be compensated according to the provisions and rate(s) specified for the extension period of the Agreement (January 1, 2004 through June 30, 2004) for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services, and Other Work, as set forth in Exhibit A (PERFORMANCE WORK STATEMENT FOR LANDSCAPE MAINTENANCE SERVICES), Paragraph 3 (BILLING AND PAYMENT), Subparagraphs A (ROUTINE LANDSCAPE MAINTENANCE SERVICES), B (SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES), and C (OTHER WORK)."

3. Paragraph 3 (MAXIMUM OBLIGATION OF COUNTY) of the body of Agreement shall be amended as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of this Agreement for the extended term of six (6) months shall not exceed Thirteen Thousand Seven Hundred and Ninety Six Dollars(\$13,796)."

4. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 1 DEFINITION, shall be amended as follows:

"1. DEFINITION: Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of the trees and shrubs; providing weed, disease, pest, and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to Exhibit A (Performance Work Statement for Landscape Maintenance Services), Exhibit E-2 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term [Hours Per Month]), Exhibit E-9 (Routine Landscape Maintenance Services Frequency Chart), Exhibit E-10 (Seasonal/Periodic Landscape Maintenance Services and Other Work From January 1, 2004 through June 30, 2004), Exhibit F (Performance Requirements Summary), Exhibit G (Specifications), and

Exhibit H-6 (Line Item Budget Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, January 1, 2004 through June 30, 2004). The County's Request for Proposals for this Agreement as released September 1997, including Addendum No. 1, dated October 17, 1997, and is hereafter referred to collectively as "Request for Proposals".

5. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph A, shall be amended as follows:

"A. Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge per calendar month in arrears, as set forth below:

January 1, 2004 - June 30, 2004 \$1,700."

6. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph B, shall be amended as follows:

"B. Seasonal/Periodic Landscape Maintenance Services: Administrator shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit E-10

(Seasonal/Periodic Landscape Maintenance Services and Other Work). If Administrator determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services as set forth on Exhibit E-10 is not necessary, the Administrator shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefor. Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Chief Executive Officer, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph C for Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval.

Billings shall be in accordance with the fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit E-10."

7. Exhibit E-9 (Health Services Administration, Routine Landscape Maintenance Services Frequency Chart), shall be incorporated herein by reference, effective January 1, 2004.

8. Exhibit E-10 (Health Services Administration Seasonal/Periodic Landscape Maintenance Services and Other Work, January 1, 2004 - June 30, 2004), attached hereto shall be incorporated herein by reference, effective January 1, 2004.

9. Exhibit H-6 Health Services Administration-Commerce, Contractor Line Item Budget: January 1, 2004 - June 30, 2004, Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, shall be incorporated herein by reference, effective January 1, 2004.

10. During the extended term (January 1, 2004 - June 30, 2004), Contractor shall be compensated according to the payment provisions and rates specified in Schedule H-6.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

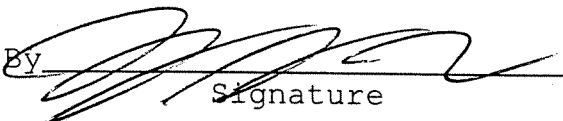
By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

FAR EAST LANDSCAPE AND
MAINTENANCE COMPANY, INC. _____

By  _____
Signature

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

PEM:12/1/03
cd71175-3

EXHIBIT E-9

HEALTH SERVICES ADMINISTRATION
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART

HEALTH SERVICES ADMINISTRATION
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART
(JANUARY 1, 2004 - JUNE 30, 2004)

ROUTINE LANDSCAPE MAINTENANCE SERVICES	FREQUENCY FOR CONTRACT TERM
Mowing	26
Edging	26
Litter Control	Once Daily
Weed Control	26
Raking	26
Pruning/Trimming	26
Irrigation/Operation & Maintenance	26
Interior Plants	13

EXHIBIT E-10

HEALTH SERVICES ADMINISTRATION
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

HEALTH SERVICES ADMINISTRATION
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Tasks	Frequency	Staff Hours per Frequency	Cost Per Frequency	Total Cost
Renovation - Turf	0	20	\$340.00	\$0
Turf Re-seeding	0	5	\$85.00	\$0
Shrub/Tree Care/Pruning	1	127	\$3,302.00	\$3,302
Aerification	0	0	\$0.00	\$0
Vertical Mowing	0	0	\$0.00	\$0
Fertilization	2	3	\$51.00	\$102
Disease/Insect Control	1	6	\$192.00	\$192
Rodent Control	0	0	\$0.00	\$0
Total				\$3,596

II. OTHER WORK

Hourly Rate
(Includes Profit & Overhead)

Pest Control Operator	\$32.00
Irrigation Specialist	\$32.00
Landscape Maintenance Laborer	\$17.00

EXHIBIT H-6

HEALTH SERVICES ADMINISTRATION
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

HEALTH SERVICES ADMINISTRATION
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

I. ROUTINE LANDSCAPE MAINTENANCE SERVICES COSTS

DIRECT COSTS

- Labor(Management / Staffing)		
Salaries and Wages	<u>\$12,200</u>	
- Employee Benefits	<u>\$ 1,280</u>	
- Basic Health Insurance	<u>\$ 72</u>	
Subtotal Labor		<u>\$13,552</u>
- Services & Supplies	<u>\$ 1,102</u>	
- Equipment	<u>\$ 1,500</u>	
- Other Costs	<u>\$ 1,000</u>	

TOTAL DIRECT COSTS		<u>\$17,154</u>
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INDIRECT COSTS (Overhead, Profit)		<u>\$ 3,246</u>
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Annual Fixed Reimbursement Amount (AFRA)		<u>\$20,400</u>
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Basic Monthly Charge		<u>\$ 1,700</u>
(AFRA divided by 12 to calculate monthly routine costs)		

Basic Monthly Charge x 6 Months		<u>\$10,200</u>
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II TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES COSTS (PER ATTACHMENT)		<u>\$ 3,596</u>
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III. TOTAL MAXIMUM CONTRACT COSTS FOR SIX MONTH PERIOD (TOTAL FOR ROUTINE/SEASONAL/PERIODIC MAINTENANCE SERVICE COSTS)		<u>\$ 13,796</u> =====
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Contract No. 71176

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

FAR EAST LANDSCAPE AND
MAINTENANCE COMPANY, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"LANDSCAPE MAINTENANCE SERVICES AGREEMENT, dated December 18,
1997, and further identified as County Agreement No. 71176,
Amendment Nos. 1, and 2 (all hereafter referred to as
"Agreement"); and

WHEREAS, the Agreement was slated to expire on March 31,
2001, but was extended under the delegation authority provided in
Agreement and extended by Amendment No. 1, and Amendment No. 2,
and is now scheduled to expire on December 31, 2003.

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of six (6) additional months
through June 30, 2004, unless sooner terminated; and

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 (TERM), Sub-paragraph A of the body of Agreement shall be amended to read as follows:

"A. Notwithstanding any other provision of this Paragraph 1, effective January 1, 2004, Agreement shall be extended on a month to month basis through June 30, 2004. This Agreement shall expire on June 30, 2004 unless terminated earlier as provided herein. Provisions of the Agreement in effect on December 31, 2003 shall remain in effect for the extension period with the exception of modifications herein."

2. Paragraph 1 (TERM), Sub-paragraph D of the body of Agreement shall be amended to read as follows:

"D. During the extended term (January 1, 2004 through June 30, 2004), Contractor shall be compensated according to the provisions and rate(s) specified for the extension period of the Agreement (January 1, 2004 through June 30, 2004) for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services, and Other Work, as set forth in Exhibit A (PERFORMANCE WORK STATEMENT FOR LANDSCAPE MAINTENANCE SERVICES), Paragraph 3 (BILLING AND PAYMENT), Subparagraphs A (ROUTINE LANDSCAPE MAINTENANCE SERVICES), B (SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES), and C (OTHER WORK)."

3. Paragraph 3 (MAXIMUM OBLIGATION OF COUNTY) of the body of Agreement shall be amended as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of this Agreement for the extended term of six (6) months shall not exceed Seven Thousand and Forty Four Dollars(\$7,044)."

4. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 1 DEFINITION, shall be amended as follows:

"1. DEFINITION: Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of the trees and shrubs; providing weed, disease, pest, and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to Exhibit A (Performance Work Statement for Landscape Maintenance Services), Exhibit E-2 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term [Hours Per Month]), Exhibit E-8 (Routine Landscape Maintenance Services Frequency Chart), Exhibit E-9 (Seasonal/Periodic Landscape Maintenance Services and Other Work From January 1, 2004 through June 30, 2004), Exhibit F (Performance Requirements Summary), Exhibit G (Specifications), and

Exhibit H-6 (Line Item Budget Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, January 1, 2004 through June 30, 2004). The County's Request for Proposals for this Agreement as released September 1997, including Addendum No. 1, dated October 17, 1997, and is hereafter referred to collectively as "Request for Proposals."

5. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph A, shall be amended as follows:

"A. Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge per calendar month in arrears, as set forth below:

January 1, 2004 - June 30, 2004 \$880."

6. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph B, shall be amended as follows:

"B. Seasonal/Periodic Landscape Maintenance Services: Administrator shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit E-9

(Seasonal/Periodic Landscape Maintenance Services and Other Work). If Administrator determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services as set forth on Exhibit E-9 is not necessary, the Administrator shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefor. Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Chief Executive Officer, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph C for Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval.

Billings shall be in accordance with the fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit E-9."

7. Exhibit E-8 (Health Services Administration-Commerce, Routine Landscape Maintenance Services Frequency Chart), shall be incorporated herein by reference, effective January 1, 2004.

8. Exhibit E-9 (Health Services Administration-Commerce Seasonal/Periodic Landscape Maintenance Services and Other Work, January 1, 2004 - June 30, 2004), attached hereto shall be incorporated herein by reference, effective January 1, 2004.

9. Exhibit H-6 Health Services Administration-Commerce, Contractor Line Item Budget: January 1, 2004 - June 30, 2004, Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, shall be incorporated herein by reference, effective January 1, 2004.

10. During the extended term (January 1, 2004 - June 30, 2004), Contractor shall be compensated according to the payment provisions and rates specified in Schedule H-6.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

FAR EAST LANDSCAPE AND
MAINTENANCE COMPANY, INC.

By  _____
Signature

Title OWNER

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

PEM:12/1/03
cd71176-3

EXHIBIT E-8

HEALTH SERVICES ADMINISTRATION-COMMERCE
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART

HEALTH SERVICES ADMINISTRATION-COMMERCE
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART
(JANUARY 1, 2004 - JUNE 30, 2004)

ROUTINE LANDSCAPE MAINTENANCE SERVICES	FREQUENCY FOR CONTRACT TERM
Mowing	26
Edging	26
Litter Control	Once Daily
Weed Control	26
Raking	26
Pruning/Trimming	26
Irrigation/Operation & Maintenance	26
Interior Plants	13

EXHIBIT E-9

HEALTH SERVICES ADMINISTRATION-COMMERCE
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

HEALTH SERVICES ADMINISTRATION-COMMERCE
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Tasks	Frequency	Staff Hours per Frequency	Cost Per Frequency	Total Cost
Renovation - Turf	0	16	\$272.00	\$0
Turf Re-seeding	0	4	\$68.00	\$0
Shrub/Tree Care/Pruning	0	250	\$6,500.00	\$0
Aerification	0	0	\$0.00	\$0
Vertical Mowing	0	0	\$0.00	\$0
Fertilization	2	2	\$34.00	\$68
Disease/Insect Control	0	0	\$0.00	\$0
Rodent Control	0	0	\$0.00	\$0
Total				\$68

II. OTHER WORK

Hourly Rate
(Includes Profit & Overhead)

Pest Control Operator	\$35.00
Irrigation Specialist	\$32.00
Landscape Maintenance Laborer	\$17.95

EXHIBIT H-6

HEALTH SERVICES ADMINISTRATION-COMMERCE
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

HEALTH SERVICES ADMINISTRATION-COMMERCE
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

I. ROUTINE LANDSCAPE MAINTENANCE SERVICES COSTS

DIRECT COSTS

- Labor(Management / Staffing)		
Salaries and Wages	\$ 6,256	
- Employee Benefits	\$ 188	
- Basic Health Insurance	\$ 31	
Subtotal Labor		\$ 6,475
- Services & Supplies	\$ 350	
- Equipment	\$ 725	
- Other Costs	\$ 550	
Total Direct Costs		\$ 8,100

INDIRECT COSTS (Overhead, Profit)	\$ 2,460	
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Annual Fixed Reimbursement Amount (AFRA)	\$ 10,560	
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Basic Monthly Charge		\$ 880
(AFRA divided by 12 to calculate		
monthly routine costs)		

Basic Monthly Charge x 6 Months	\$ 6,976	
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II TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE		
MAINTENANCE SERVICES COSTS (PER ATTACHMENT)	\$ 68	

III. TOTAL MAXIMUM CONTRACT COSTS FOR SIX MONTH
PERIOD (TOTAL FOR ROUTINE/SEASONAL/PERIODIC
MAINTENANCE SERVICE COSTS)

\$ 7,044
=====

Contract No. 71127

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between the COUNTY OF LOS ANGELES (hereafter
"County"),

and AMERICAN LANDSCAPE MAINTENANCE INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"LANDSCAPE MAINTENANCE SERVICES AGREEMENT, dated November 18,
1997, and further identified as County Agreement No. 71127,
Amendment Nos. 1 and 2 (all hereafter referred to as "Agreement");
and

WHEREAS, the Agreement was slated to expire on November 30,
2001, but was extended by Amendment No. 1 and Amendment No. 2, and
is now scheduled to expire on December 31, 2003.

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of six (6) additional months or
through June 30, 2004, unless sooner terminated; and

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 (TERM), Sub-paragraph A of the body of Agreement shall be amended to read as follows:

"A. Notwithstanding any other provision of this Paragraph 1, effective January 1, 2004, Agreement shall be extended on a month to month basis through June 30, 2004. This Agreement shall expire on June 30, 2004 unless terminated earlier as provided herein. Provisions of the Agreement in effect on December 31, 2003 shall remain in effect for the extension period with the exception of modifications herein."

2. Paragraph 1 (TERM), Sub-paragraph D of the body of Agreement shall be amended to read as follows:

"D. During the extended term (January 1, 2004 through June 30, 2004), Contractor shall be compensated according to the provisions and rate(s) specified for the extension period of the Agreement (January 1, 2004 through June 30, 2004) for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services, and Other Work, as set forth in Exhibit A (PERFORMANCE WORK STATEMENT FOR LANDSCAPE MAINTENANCE SERVICES), Paragraph 3 (BILLING AND PAYMENT), Subparagraphs A (ROUTINE LANDSCAPE MAINTENANCE SERVICES), B (SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES), and C (OTHER WORK)."

3. Paragraph 3 (MAXIMUM OBLIGATION OF COUNTY) of the body of Agreement shall be amended as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of this Agreement for the extended term of six (6) months shall not exceed Forty Two Thousand Six Hundred and Eleven Dollars(\$42,611)."

4. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 1 DEFINITION, shall be amended as follows:

"1. DEFINITION: Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of the trees and shrubs; providing weed, disease, pest, and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to Exhibit A (Performance Work Statement for Landscape Maintenance Services), Exhibit E-2 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term [Hours Per Month]), Exhibit E-6 (Routine Landscape Maintenance Services Frequency Chart), Exhibit E-7 (Seasonal/Periodic Landscape Maintenance Services and Other Work From January 1, 2004 through June 30, 2004), Exhibit F (Performance Requirements Summary), Exhibit G (Specifications), and

Exhibit H-6 (Line Item Budget Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, January 1, 2004 through June 30, 2004). The County's Request for Proposals for this Agreement as released February 1997, is hereafter referred to collectively as "Request for Proposals".

5. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph A, shall be amended as follows:

"A. Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge per calendar month in arrears, as set forth below:

January 1, 2004 - June 30, 2004 \$4,656."

6. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph B, shall be amended as follows:

"B. Seasonal/Periodic Landscape Maintenance Services: Administrator shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit E-7 (Seasonal/Periodic Landscape Maintenance Services and Other

Work). If Administrator determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services as set forth on Exhibit E-7 is not necessary, the Administrator shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefor. Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Chief Executive Officer, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph C for Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval.

Billings shall be in accordance with the fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit E-7."

7. Exhibit E-6 (Olive View-UCLA Medical Center, Routine Landscape Maintenance Services Frequency Chart), shall be incorporated herein by reference, effective January 1, 2004.

8. Exhibit E-7 (Olive View-UCLA Medical Center Seasonal/Periodic Landscape Maintenance Services and Other Work, January 1, 2004 - June 30, 2004), attached hereto shall be incorporated herein by reference, effective January 1, 2004.

9. Exhibit H-6 Olive View-UCLA Medical Center, Contractor Line Item Budget: January 1, 2004 - June 30, 2004, Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, shall be incorporated herein by reference, effective January 1, 2004.

10. During the extended term (January 1, 2004 - June 30, 2004), Contractor shall be compensated according to the payment provisions and rates specified in Schedule H-6.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

AMERICAN LANDSCAPE MAINTENANCE INC.

By _____
Signature

Title VICE PRESIDENT

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

PEM:12/1/03
cd71127-3

EXHIBIT E-6

OLIVE VIEW-UCLA MEDICAL CENTER
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART

OLIVE VIEW-UCLA MEDICAL CENTER
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART
(JANUARY 1, 2004 - JUNE 30, 2004)

ROUTINE LANDSCAPE MAINTENANCE SERVICES	FREQUENCY FOR CONTRACT TERM
Mowing	26
Edging	26
Litter Control	364
Weed Control	52
Raking	52
Pruning/Trimming	52
Irrigation/Operation & Maintenance	18
Interior Plants	26

EXHIBIT E-7

OLIVE VIEW-UCLA MEDICAL CENTER
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

OLIVE VIEW-UCLA MEDICAL CENTER
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Tasks	Frequency	Staff Hours per Frequency	Cost Per Frequency	Total Cost
Cultivation	2	20	\$400.00	\$800
Renovation - Turf	0	130	\$2,600.00	\$0
Turf Re-seeding	2	8	\$160.00	\$320
Shrub/Tree Care/Pruning	1	409	\$6,995.00	\$6,995
Aerification	1	932	\$640.00	\$640
Vertical Mowing	1	64	\$1,280.00	\$1,280
Fertilization	3	24	\$480.00	\$1,440
Disease/Insect Control	4	16	\$320.00	\$1,280
Rodent Control	6	16	\$320.00	\$1,920
Total				\$14,675

II. OTHER WORK

Hourly Rate
(Includes Profit & Overhead)

Pest Control Operator	\$65.00
Irrigation Specialist	\$25.00
Landscape Maintenance Laborer	\$20.00

EXHIBIT H-6

OLIVE VIEW-UCLA MEDICAL CENTER
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

OLIVE VIEW-UCLA MEDICAL CENTER
 CONTRACTOR LINE ITEM BUDGET
 ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
 LANDSCAPE MAINTENANCE SERVICES
 JANUARY 1, 2004 - JUNE 30, 2004

I. ROUTINE LANDSCAPE MAINTENANCE SERVICES COSTS

DIRECT COSTS

- Labor (Management / Staffing) Salaries and Wages	<u>\$ 32,478</u>
- Employee Benefits	<u>\$ 1,438</u>
- Basic Health Insurance	<u>\$ 7,189</u>
Subtotal Labor	<u>\$41,105</u>
- Services & Supplies	<u>\$ 2,902</u>
- Equipment	<u>\$ 1,320</u>
- Other Costs	<u>\$ 0</u>

TOTAL DIRECT COSTS \$45,327

INDIRECT COSTS (Overhead, Profit) \$10,545

Annual Fixed Reimbursement Amount (AFRA) \$55,872

Basic Monthly Charge \$ 4,656
 (AFRA divided by 12 to calculate
 monthly routine costs)

Basic Monthly Charge x 6 Months \$27,936

II TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE
 MAINTENANCE SERVICES COSTS (PER ATTACHMENT) \$14,675

III. TOTAL MAXIMUM CONTRACT COST FOR SIX MONTH
 PERIOD (TOTAL FOR ROUTINE/SEASONAL/PERIODIC
 MAINTENANCE SERVICE COSTS) \$ 42,611
 =====

Contract No. 67984

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ENVIRONMENTAL MAINTENANCE CO.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"LANDSCAPE MAINTENANCE SERVICES AGREEMENT, dated January 24, 1995,
and further identified as County Agreement No. 67984, and
Amendment Nos. 1 through 7 (all hereafter referred to as
"Agreement"); and

WHEREAS, the Agreement was slated to expire on January 31,
1999, but was extended under the delegation authority provided in
Agreement and extended by Amendment Nos. 1 through 7, and is now
scheduled to expire on December 31, 2003.

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of six (6) additional months or
through June 30, 2004, unless sooner terminated; and

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 (TERM), Sub-paragraph A of the body of Agreement shall be amended to read as follows:

"A. Notwithstanding any other provision of this Paragraph 1, effective January 1, 2004, Agreement shall be extended on a month to month basis through June 30, 2004. This Agreement shall expire on June 30, 2004 unless terminated earlier as provided herein. Provisions of the Agreement in effect on December 31, 2003 shall remain in effect for the extension period with the exception of modifications herein."

2. Paragraph 1 (TERM), Sub-paragraph D of the body of Agreement shall be amended to read as follows:

"D. During the extended term (January 1, 2004 through June 30, 2004), Contractor shall be compensated according to the provisions and rate(s) specified for the extension period of the Agreement (January 1, 2004 through June 30, 2004) for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services, and Other Work, as set forth in Exhibit A (PERFORMANCE WORK STATEMENT FOR LANDSCAPE MAINTENANCE SERVICES), Paragraph 3 (BILLING AND PAYMENT), Subparagraphs A (ROUTINE LANDSCAPE MAINTENANCE SERVICES), B (SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES), and C (OTHER WORK)."

3. Paragraph 3 (MAXIMUM OBLIGATION OF COUNTY) of the body of Agreement shall be amended as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of this Agreement for the extended term of six (6) months shall not exceed Ninety Nine Thousand Eight Hundred and Thirty One Dollars (\$99,831)."

4. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 1 DEFINITION, shall be amended as follows:

"1. DEFINITION: Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of the trees and shrubs; providing weed, disease, pest, and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to Exhibit A (Performance Work Statement for Landscape Maintenance Services), Exhibit E-5 (Routine Landscape Maintenance Services Frequency Chart), Exhibit E-6 (Seasonal/Periodic Landscape Maintenance Services and Other Work January 1, 2004 through June 30, 2004), Exhibit F (Performance Requirements Summary), Exhibit G (Specifications), and Exhibit H-1 (Line Item Budget Routine Landscape

Maintenance and Seasonal/Periodic Landscape Maintenance Services, January 1, 2004 through June 30, 2004). The County's Request for Proposals for this Agreement as released July 1994, including Addendum No. 1, dated August 16, 1994, and is hereafter referred to collectively as "Request for Proposals".

5. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph A, shall be amended as follows:

"A. Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge per calendar month in arrears, as set forth below:

January 1, 2004 - June 30, 2004 \$15,655."

6. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph B, shall be amended as follows:

"B. Seasonal/Periodic Landscape Maintenance Services: Administrator shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit E-6 (Seasonal/Periodic Landscape Maintenance Services and Other

Work). If Administrator determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services as set forth on Exhibit E-6 is not necessary, the Administrator shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefor. Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Chief Executive Officer, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph C for Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval.

Billings shall be in accordance with the fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit E-6."

7. Exhibit E-5 (Martin Luther King Jr./Drew Medical Center, Routine Landscape Maintenance Services Frequency Chart), shall be incorporated herein by reference, effective January 1, 2004.

8. Exhibit E-6 (Martin Luther King Jr./Drew Medical Center Seasonal/Periodic Landscape Maintenance Services and Other Work, January 1, 2004 - June 30, 2004), attached hereto shall be incorporated herein by reference, effective January 1, 2004.

9. Exhibit H-1 Martin Luther King Jr./Drew Medical Center, Contractor Line Item Budget: January 1, 2004 - June 30, 2004, Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, shall be incorporated herein by reference, effective January 1, 2004.

10. During the extended term (January 1, 2004 - June 30, 2004), Contractor shall be compensated according to the payment provisions and rates specified in Schedule H-1.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES


By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

ENVIRONMENTAL MAINTENANCE CO.

By  _____
Signature

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division
PEM:12/1/03
cd67984-8

APPROVED AS TO PROGRAM:

Department of Health Services

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

EXHIBIT E-5

MARTIN LUTHER KING JR./DREW MEDICAL CENTER
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART

MARTIN LUTHER KING JR./DREW MEDICAL CENTER
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART

ROUTINE LANDSCAPE MAINTENANCE SERVICES	FREQUENCY FOR CONTRACT YEAR January 1, 2004 - June 30, 2004
Mowing	26
Edging	26
Litter Control	364
Weed Control	52
Raking	52
Pruning/Trimming	52
Irrigation/Operation & Maintenance	18
Cultivation	26

MARTIN LUTHER KING JR./DREW MEDICAL CENTER
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Tasks	Frequency Per Contract Term	Staff Hours per Frequency	Cost Per Frequency	Total Cost
Cultivation	4	18	\$275.00	\$1,100
Renovation - Turf	0	0	\$0.00	\$0
Turf Re-seeding	0	24	\$0.00	\$0
Shrub/Tree Care/Pruning	1	160	\$3,200.00	\$3,200
Aerification	0	16	\$0.00	\$0
Vertical Mowing	0	0	\$0.00	\$0
Fertilization	2	40	\$800.00	\$1,600
Disease/Insect Control	0	8	\$0.00	\$0
Rodent Control	0	16	\$0.00	\$0
Total				\$5,900

II. OTHER WORK

Hourly Rate
(Includes Profit & Overhead)

Pest Control Operator	\$20.00
Irrigation Specialist	\$50.00
Landscape Maintenance Laborer	\$25.00

EXHIBIT H-1

MARTIN LUTHER KING JR./DREW MEDICAL CENTER
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

MARTIN LUTHER KING JR./DREW MEDICAL CENTER
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

I. ROUTINE LANDSCAPE MAINTENANCE SERVICES COSTS

DIRECT COSTS

- Labor (Management / Staffing) Salaries and Wages	<u>\$100,728</u>
- Employee Benefits	<u>\$ 5,036</u>
- Basic Health Insurance	<u>\$ 10,944</u>
Subtotal Labor	<u>\$116,708</u>
- Services & Supplies	<u>\$ 30,419</u>
- Equipment	<u>\$ 0</u>
- Other Costs	<u>\$ 3,600</u>

Total Direct Costs	<u>\$150,727</u>
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INDIRECT COSTS (Overhead, Profit)	<u>\$ 21,480</u>
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Annual Fixed Reimbursement Amount (AFRA)	<u>\$172,207</u>
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Basic Monthly Charge (AFRA divided by 11 to calculate monthly routine costs)	<u>\$ 15,655</u>
--	------------------

Basic Monthly Charge x 6 Months	<u>\$ 93,931</u>
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II TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES COSTS (PER ATTACHMENT)	<u>\$ 5,900</u>
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III. TOTAL MAXIMUM CONTRACT COSTS FOR SIX MONTH
PERIOD (TOTAL FOR ROUTINE/SEASONAL/PERIODIC
MAINTENANCE SERVICE COSTS)

\$ 99,831
=====

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ENVIRONMENTAL MAINTENANCE CO.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"LANDSCAPE MAINTENANCE SERVICES AGREEMENT, dated June 17, 1997,
and further identified as County Agreement No. 70828, Amendment
No. 1, 2 and 3 (all hereafter referred to as "Agreement"); and

WHEREAS, the Agreement was slated to expire on June 30, 2001,
but was extended under the delegation authority provided in
Agreement and extended by Amendment No. 1, Amendment No. 2, and
Amendment No. 3, and is now scheduled to expire on December 31,
2003.

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of six (6) additional months or
through June 30, 2004, unless sooner terminated; and

WHEREAS, the Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 (TERM), Sub-paragraph A of the body of Agreement shall be amended to read as follows:

"A. Notwithstanding any other provision of this Paragraph 1, effective January 1, 2004, Agreement shall be extended on a month to month basis through June 30, 2004. This Agreement shall expire on June 30, 2004 unless terminated earlier as provided herein. Provisions of the Agreement in effect on December 31, 2003 shall remain in effect for the extension period with the exception of modifications herein.

2. Paragraph 1 (TERM), Sub-paragraph C of the body of Agreement shall be amended to read as follows:

"C. During the extended term (January 1, 2004 through June 30, 2004), Contractor shall be compensated according to the provisions and rate(s) specified for the extension period of the Agreement (January 1, 2004 through June 30, 2004) for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services, and Other Work, as set forth in Exhibit A (PERFORMANCE WORK STATEMENT FOR LANDSCAPE MAINTENANCE SERVICES), Paragraph 3 (BILLING AND PAYMENT), Subparagraphs A (ROUTINE LANDSCAPE MAINTENANCE SERVICES), B (SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES), and C (OTHER WORK)."

3. Paragraph 3 (MAXIMUM OBLIGATION OF COUNTY) of the body of Agreement shall be amended as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The Maximum Obligation of County for Contractor's performance of this Agreement for the extended term of six (6) months shall not exceed One Hundred One Thousand Four Hundred and Sixty Three Dollars(\$101,463)."

4. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 1 DEFINITION, shall be amended as follows:

"1. DEFINITION: Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of the trees and shrubs; providing weed, disease, pest, and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to Exhibit A (Performance Work Statement for Landscape Maintenance Services), Exhibit E-14 (Routine Landscape Maintenance Services Frequency Chart), Exhibit E-15 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term [Hours Per Month]), Exhibit E-16 (Seasonal/Periodic Landscape Maintenance Services and Other Work From January 1, 2004 through June 30, 2004), Exhibit F (Performance

Requirements Summary), Exhibit G (Specifications), and Exhibit H-8 (Line Item Budget Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, January 1, 2004 through June 30, 2004). The County's Request for Proposals for this Agreement as released March 1997, including Addendum No. 1, dated, April 1, 1997, and County letter, dated April 15, 1997, and is hereafter referred to collectively as "Request for Proposals".

5. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph A, shall be amended as follows:

"A. Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge per calendar month in arrears, as set forth below:

January 1, 2004 - June 30, 2004	<u>\$15,482</u>
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6. Exhibit A (Performance Work Statement for Landscape Maintenance Services), Paragraph 3 BILLING AND PAYMENT, Subparagraph B, shall be amended as follows:

"B. Seasonal/Periodic Landscape Maintenance Services: Administrator shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g.,

Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit E-16 (Seasonal/Periodic Landscape Maintenance Services and Other Work). If Administrator determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services as set forth on Exhibit E-16 is not necessary, the Administrator shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefor. Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Chief Executive Officer, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph C for Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval.

Billings shall be in accordance with the fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit E-16."

7. Exhibit E-14 (Rancho Los Amigos Medical Center, Routine Landscape Maintenance Services Frequency Chart), shall be incorporated herein by reference, effective January 1, 2004.

8. Exhibit E-15 (Rancho Los Amigos Medical Center, Routine Landscape Maintenance Services Staffing Pattern for Contract Term, Hours Per Month), shall be incorporated herein by reference, effective January 1, 2004.

9. Exhibit E-16 (Rancho Los Amigos Medical Center Seasonal/Periodic Landscape Maintenance Services and Other Work, January 1, 2004 - June 30, 2004), attached hereto shall be incorporated herein by reference, effective January 1, 2004.

10. Exhibit H-8 Rancho Los Amigos Medical Center, Contractor Line Item Budget: January 1, 2004 - June 30, 2004, Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services, shall be incorporated herein by reference, effective January 1, 2004.

11. During the extended term (January 1, 2004 - June 30, 2004), Contractor shall be compensated according to the payment provisions and rates specified in Schedule H-8.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

ENVIRONMENTAL MAINTENANCE CO.

By  _____
Signature

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division
PEM:12/1/03
cd1889-4

APPROVED AS TO PROGRAM:

Department of Health Services

By _____
THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

EXHIBIT E-14

RANCHO LOS AMIGOS MEDICAL CENTER
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART

RANCHO LOS AMIGOS MEDICAL CENTER
ROUTINE LANDSCAPE MAINTENANCE SERVICES
FREQUENCY CHART

ROUTINE LANDSCAPE
MAINTENANCE SERVICES

FREQUENCY FOR CONTRACT YEAR
January 1, 2004 - June 30, 2004

Mowing	30
Edging	30
Litter Control	Once Daily
Weed Control	60
Raking	60
Pruning/Trimming	30
Irrigation/Operation & Maintenance	30
Cultivation	15

EXHIBIT E-15

RANCHO LOS AMIGOS MEDICAL CENTER
ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATTERN FOR CONTRACT TERM
(HOURS PER MONTH)

[illegible]

EXHIBIT E-16

RANCHO LOS AMIGOS MEDICAL CENTER
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

RANCHO LOS AMIGOS MEDICAL CENTER
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
January 1, 2004 - June 30, 2004

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Tasks	Frequency	Staff Hours per Frequency	Cost Per Frequency	Total Cost
Renovation - Turf	0	0	\$0.00	\$0
Turf Re-seeding	0	0	\$0.00	\$0
Shrub/Tree Care/Pruning	1	172	\$6,071.43	\$6,071
Aerification	0	0	\$0.00	\$0
Vertical Mowing	0	0	\$0.00	\$0
Fertilization	1	100	\$2,100.00	\$2,100
Disease/Insect Control	0	0	\$0.00	\$0
Rodent Control	1	16	\$400.00	\$400
Total				\$8,571

II. OTHER WORK

Hourly Rate
(Includes Profit & Overhead)

Pest Control Operator	\$40.00
Irrigation Specialist	\$60.00
Landscape Maintenance Laborer	\$25.00

EXHIBIT H-8

RANCHO LOS AMIGOS MEDICAL CENTER
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

RANCHO LOS AMIGOS MEDICAL CENTER
CONTRACTOR LINE ITEM BUDGET
ROUTINE LANDSCAPE MAINTENANCE AND SEASONAL/PERIODIC
LANDSCAPE MAINTENANCE SERVICES
JANUARY 1, 2004 - JUNE 30, 2004

I. ROUTINE LANDSCAPE MAINTENANCE SERVICES COSTS

DIRECT COSTS

- Labor (Management / Staffing)	
- Salaries and Wages	<u>\$128,024</u>
- Employee Benefits	<u>\$ 21,764</u>
Subtotal Labor	<u>\$149,788</u>
- Services & Supplies	<u>\$ 12,000</u>
Total Direct Costs	<u>\$161,788</u>

INDIRECT COSTS (Overhead, Profit) \$ 24,000

Annual Fixed Reimbursement Amount (AFRA) \$185,788

Basic Monthly Charge \$ 15,482
(AFRA divided by 12 to calculate
monthly routine costs)

Basic Monthly Charge x 6 Months \$ 92,892

II TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE \$ 8,571
MAINTENANCE SERVICES COSTS (PER ATTACHMENT)

III. TOTAL MAXIMUM CONTRACT COSTS FOR SIX MONTH
PERIOD (TOTAL FOR ROUTINE/SEASONAL/PERIODIC
MAINTENANCE SERVICE COSTS)

\$101,463
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